

SETTLEMENT AGREEMENT
BETWEEN MISSOURI REAL ESTATE COMMISSION
AND MARK KRANTZ

Mark Krantz (Licensee) and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether Licensee's licenses as a real estate broker associate, no. 1999041983, and real estate broker, license no. 201101835, will be subject to discipline. Pursuant to § 536.060, RSMo,¹ the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the MREC under § 621.110, RSMo (Supp. 2013). The MREC and Licensee jointly stipulate and agree that the final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo (Supp. 2013). Licensee enters this Settlement Agreement for the purposes of settlement only and to avoid the additional expense of litigation.

Licensee acknowledges that he understand the various rights and privileges afforded him by law, including the right to a hearing of the charges against him; the right to appear and be represented by legal counsel; the right to have all charges proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing against him at

¹ All statutory citations are to the 2000 Revised Statutes of Missouri unless otherwise noted.

the hearing; the right to present evidence on his behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial administrative hearing commissioner concerning the charges pending against him; the right to a ruling on questions of law by the Administrative Hearing Commission; the right to a disciplinary hearing before the MREC at which time Licensee may present evidence in mitigation of discipline; the right to a claim for attorney fees and expenses; and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the MREC.

Being aware of these rights provided to him by law, Licensee knowingly and voluntarily waives each and every one of these rights, freely enters into this Settlement Agreement, and agrees to abide by the terms of this document as they pertain to him.

Licensee acknowledges that he has received a copy of documents that were the basis upon which the MREC determined there was cause for discipline, along with citations to law and/or regulations the MREC believes were violated. Licensee stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Licensee's licenses as a real estate broker associate, license no. 1999041983, and real estate broker, license no. 2011018354, are subject to disciplinary action by the MREC in accordance with the relevant provisions of Chapter 621, RSMo, and Chapter 339, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the MREC and Krantz in Part II herein is based only on the agreement set out in Part I herein. Krantz understands that the MREC may take further disciplinary action against him based on facts or conduct not specifically mentioned in this document that are either now known to the MREC or may be discovered.

I.

Joint Stipulation of Facts and Conclusions of Law

Based upon the foregoing, the MREC and Licensee herein jointly stipulate to the following:

1. The MREC is an agency of the State of Missouri created and existing pursuant to § 339.120, RSMo (Supp. 2013), for the purpose of executing and enforcing the provisions of §§ 339.010 to 339.205 and §§ 339.710 to 339.855, RSMo, as amended, relating to real estate salespersons and brokers.

2. Mark Krantz (Licensee) is licensed by the MREC as a real estate broker associate, license no. 1999041983, and as a real estate broker, license no. 2011018354. Licensee's licenses were current and active at all times relevant herein.

3. Keys to the Lake Lodging Co., LLC (KLLC) is licensed by the MREC as a real estate association, license no. 2004033527.

4. Krantz is the designated broker of KLLC and, as such, bears responsibility for his own conduct, as well as that of KLLC, pursuant to regulations 20 CSR 2250-8.020(1) and 20 CSR 2250-8.120(7).

5. Section 339.710(12), RSMo (Supp. 2013), defines the term "designated broker" and provides:

(12) "Designated broker", any individual licensed as a broker who is operating pursuant to the definition of real estate broker as defined in section 339.010, or any individual licensed as a broker who is appointed by a partnership, limited partnership, association, limited liability corporation, professional corporation, or a corporation engaged in the real estate brokerage business to be responsible for the acts of the partnership, limited partnership, association, limited liability company, professional corporation or corporation. Every real estate broker partnership, limited partnership, association, limited liability company, professional corporation or corporation shall appoint a designated broker[.]

6. Regulation 20 CSR 2250-8.020(1) provides:

(1) Individual brokers, designated brokers, and office managers/supervising brokers shall be responsible for supervising the real estate related activities including the protection of any confidential information as defined under 339.710.8, RSMo of all licensed and unlicensed persons associated with them, whether in an individual capacity or through a corporate entity, association or partnership.

7. Regulation 20 CSR 2250-8.120(7) provides:

(7) The designated broker and the branch office manager shall be responsible for the maintenance of the escrow account and shall ensure the brokerage's

compliance with the statutes and rules related to the brokerage escrow account(s).

8. From November 4 to December 4, 2013, the MREC conducted a random audit and examination of KLLC's business records and escrow accounts ("the audit" or "MREC audit no. LF814342").

9. At all relevant times herein, KLLC was the owner of the following escrow accounts:

- a. Central Bank of Lake of the Ozarks, account no. xxxxx5360
(PM 5360);
- b. Central Bank of Lake of the Ozarks, account no. xxxxx7670
(PM 7670);
- c. Central Bank of Lake of the Ozarks, account no. xxxxx3159
(PM 3159);
- d. Central Bank of Lake of the Ozarks, account no. xxxxx3225
(PM 3225);
- e. Central Bank of Lake of the Ozarks, account no. xxxxx4228
(SD 4228);
- f. Central Bank of Lake of the Ozarks, account no. xxxxx4919
(PM 4919).

Applicable Statutes and Regulations

10. Section 339.100, RSMo (Supp. 2013), which provides the reasons the MREC may discipline a licensee, states in pertinent part:

2. The commission may cause a complaint to be filed with the administrative hearing commission as provided by the provisions of chapter 621 against any person or entity licensed under this chapter or any licensee who has failed to renew or has surrendered his or her individual or entity license for any one or any combination of the following acts:

(1) Failure to maintain and deposit in a special account, separate and apart from his or her personal or other business accounts, all moneys belonging to others entrusted to him or her while acting as a real estate broker or as the temporary custodian of the funds of others, until the transaction involved is consummated or terminated, unless all parties having an interest in the funds have agreed otherwise in writing;

...

(3) Failing within a reasonable time to account for or to remit any moneys, valuable documents or other property, coming into his or her possession, which belongs to others;

...

(15) Violation of, or attempting to violate, directly or indirectly, or assisting or enabling any person to violate, any provision of sections 339.010 to 339.180 and sections 339.710 to 339.860, or of any lawful rule adopted pursuant to sections 339.010 to 339.180 and sections 339.710 to 339.860;

(16) Committing any act which would otherwise be grounds for the commission to refuse to issue a license under section 339.040[.]

11. Section 339.105, RSMo (Supp. 2013), regarding escrow bank accounts, states in pertinent part:

1. Each broker who holds funds belonging to another shall maintain such funds in a separate bank account in a financial institution which shall be designated an escrow or trust account. This requirement includes funds in which he or she may have some future interest or claim. Such funds shall be deposited promptly unless all parties having an interest in the funds have agreed otherwise in writing. No broker shall commingle his or her personal funds or other funds in this account with the exception that a broker may deposit and keep a sum not to exceed one thousand dollars in the account from his or her personal funds, which sum shall be specifically identified and deposited to cover service charges related to the account.

...

3. In conjunction with each escrow or trust account a broker shall maintain books, records, contracts and other necessary documents so that the adequacy of said account may be determined at any time. The account and other records shall be provided to the commission and its duly authorized agents for inspection at all times during regular business hours at the broker's usual place of business.

12. Regulation 20 CSR 2250-8.120, regarding the management of escrow and trust accounts, states in pertinent part:

(4) Each broker shall deposit into the escrow or trust account all funds coming into the broker's possession as set out in section 339.100.2(1), RSMo, including funds in which the broker may have some future interest or claim and including, but not limited to, earnest money deposits, prepaid rents, security deposits, loan proceeds, and funds paid by or for the parties upon closing of the transaction. No broker shall commingle personal funds or other funds in the broker's escrow account except to the extent provided by section 339.105.1, RSMo. Commissions payable must be removed from the escrow account at the time

the transaction is completed. After the transaction is completed, interest payable shall be disbursed to the appropriate party(ies) from the escrow account no later than ten (10) banking days following the receipt of the next statement of the escrow account. When the licensee receives all interest earned, interest payable to a licensee must be removed from the escrow account within ten (10) banking days following the receipt of the next statement of the escrow account.

...

(6) Each check written on an escrow account or each corresponding check stub, or other record of disbursement of funds from the account and each deposit ticket shall indicate the related real estate transaction(s). Each check written on an escrow account for commission shall be made payable to the licensee to whom the commission is owed or to the firm's general operating account.

13. Regulation 20 CSR 2250-8.220, regarding escrow bank accounts, states in pertinent part:

1) A broker shall establish and maintain a separate escrow account(s), to be designated as a property management escrow account(s), for the deposit of current rents and money received from the owners or on the owner's(s') behalf for payment of expenses related to property management. Before making disbursements from a property management escrow account, a broker shall ensure that the account balance for that owner's(s') property(ies) is sufficient to cover the disbursements.

...

(3) All money received by a broker in connection with any property management must be deposited within ten (10) banking days to the escrow or trust account maintained by the broker.

14. Section 339.740, RSMo, regarding a licensee's duties and

obligations as a buyer or tenant's agent, states in pertinent part:

1. A licensee representing a buyer or tenant as a buyer's or tenant's agent shall be a limited agent with the following duties and obligations:

- (1) To perform the terms of any written agreement made with the client[.]

15. Section 339.780, RSMo (Supp. 2013), regarding management agreements, states in pertinent part:

2. Before engaging in any of the activities enumerated in section 339.010, a designated broker intending to establish a limited agency relationship with a seller or landlord shall enter into a written agency agreement with the party to be represented. The agreement shall include a licensee's duties and responsibilities specified in section 339.730 and the terms of compensation and shall specify whether an offer of subagency may be made to any other designated broker.

16. Regulation 20 CSR 2250-8.200, regarding management agreements, states in pertinent part:

- (1) When managing property a licensee shall not rent or lease, offer to rent or lease, negotiate, or offer or agree to negotiate, the rent or lease, list or offer to list for lease or rent, assist or direct in procuring of prospects calculated to result in the lease or rent, assist or direct in the negotiation of any transaction calculated or intended to result in the lease or rent, or show that property to prospective renters or lessees unless the licensee's broker holds a current written property management agreement or other written authorization signed by the owner of the real estate or the owner's authorized agent.

Audit Violations

1. KLLC deposited security deposits into the brokerage's operating account (Central Bank of Lake of the Ozarks, account no. xxx4815) in violation of §§ 339.100.2(1) and 339.105.1, RSMo (Supp. 2013), as well as 20 CSR 2250-8.120(4) and 20 CSR 2250-8.220(3). KLLC failed to place the funds into an escrow account in the following six (6) instances:

- a. A \$300 security deposit was deposited into the brokerage's operating account on July 12, 2013. The security deposit was then paid to the owner from said account.
- b. A \$300 security deposit was deposited into the brokerage's operating account on May 16, 2013. The security deposit was then paid to the owner from said account;
- c. A \$300 security deposit was deposited into the brokerage's operating account on September 23, 2013. The security deposit was then paid to the owner from said account;
- d. An \$800 security deposit was deposited into the brokerage's operating account on May 29, 2013. The security deposit was then paid to the owner from said account;
- e. A \$700 security deposit was deposited into the brokerage's operating account on February 6, 2013. The security deposit was then paid to the owner from said account; and

- f. A \$300 security deposit was deposited into the brokerage's operating account on August 16, 2013. The security deposit was then paid to the owner from said account.

2. KLLC commingled funds, in violation of § 339.105.1, RSMo (Supp. 2013), by transferring security deposits of tenants whose leases had terminated from a security deposit escrow account directly to the brokerage operating account. The instances of commingling include, but are not limited to, the following:

- a. On August 16, 2013, KLLC transferred a security deposit from the security deposit escrow account (SD 4228) to the brokerage operating account. KLLC had, however, no interest in or claim to the tenants' security deposit. KLLC then disbursed the tenants' security deposit to the tenants directly from the brokerage operating account (check no. 10889 on August 16, 2013);
- b. On February 29, 2012, KLLC transferred a security deposit from the security deposit escrow account (SD 4228) to the brokerage operating account. KLLC had, however, no interest in or claim to the tenant's security deposit. KLLC then disbursed the tenant's security deposit to the tenant directly from the brokerage operating account (check no. 10578 on

March 26, 2013);

- c. On May 16, 2013, KLLC transferred a security deposit from the security deposit escrow account (SD 4228) to the brokerage operating account. KLLC had, however, no interest in or claim to the tenant's security deposit. KLLC then disbursed the tenant's security deposit to the tenant directly from the brokerage operating account (check no. 10690 on May 16, 2013); and
- d. On June 14, 2013, KLLC transferred a security deposit from the security deposit escrow account (SD 4228) to the brokerage operating account. KLLC had, however, no interest in or claim to the tenant's security deposit. KLLC then disbursed the tenant's security deposit to the tenant directly from the brokerage operating account (check no. 10746 on June 17, 2013).

3. The reconciliation of PM 4919 revealed an overall net overage of \$1,350.02. The escrow account, PM 4919, contained identified overages of \$1,454.66 and a net unidentified shortage of \$104.64. An identified overage of \$4.66 resulted from KLLC's failure to remove interest earned each month from PM 4919 in violation of § 339.105.1, RSMo (Supp. 2013), and 20 CSR 2250-8.120(4).

4. As of September 30, 2013, KLLC's property management escrow account, PM 3159, had an ending balance of \$1,672.52; however, two outstanding checks, dated January 14 and June 17, 2013, were identified totaling \$2,380.00, resulting in a net shortage to PM 3159 in the amount of \$707.48. Therefore, KLLC disbursed funds from PM 3159 when the account balance was insufficient to cover the disbursement, in violation of 20 CSR 2250-8.220(1).

5. As of September 30, 2013, KLLC's security deposit escrow account, SD 4228, contained identified overages of \$796.67, identified shortages of \$0.39, and unidentified shortages of \$5,090.12, resulting in a reconciled balance of a net shortage of \$4,293.84., KLLC failed to remove interest earned each month, in violation of § 339.105.1, RMSo, and 20 CSR 2250-8.120(4), creating an overage of \$96.67. Moreover, a bank statement dated May 31, 2013, showed a service charge of \$0.39, which, because KLLC did not maintain any brokerage funds in SD 4228, resulted in a shortage of \$0.39 and a violation of § 339.105.1, RMSo.

6. KLLC failed to maintain records necessary to determine the adequacy of the escrow account, PM 7670, in violation of § 339.105.3, RSMo (Supp. 2013). The records deficiencies are as follows:

- a. KLLC was unable to provide a record of liabilities for the escrow account;

- b. Although KLLC had a lease agreement with tenant Allen and received funds on behalf of the property owner for the property at 1515 Cherokee, Lake Ozark, MO 65049, it was unclear whether KLLC held funds on behalf of the property owner due to the lack of written property management agreement;
- c. KLLC's deposit detail dated September 1, 2012 through October 1, 2013 shows deposits without indicating a related transaction in violation of 20 CSR 2250-8.120(6);
- d. On January 9, 2013, KLLC transferred \$950.00 from PM 7670; however, the transfer report failed to identify a related transaction for the transferred funds in violation of 20 CSR 2250-8.120(6);
- e. On October 2, 2012, KLLC transferred \$650.00 from PM 7670; however, the transfer report failed to identify a related transaction for the transferred funds in violation of 20 CSR 2250-8.120(6);
- f. KLLC failed to maintain records of fees charged or collected from tenants by KLLC for returned checks from the bank for non-sufficient funds. Due to the lack of records, the MREC examiner was unable to determine the amount of overages to PM 7670; and

- g. Due to KLLC's lack of records for PM 7670, the MREC examiner was unable to account for 12 outstanding deposits to the escrow account dating back to December 2012.

7. KLLC's property management escrow account, PM 7670, contained identified shortages totaling \$750.99. The identified shortages included, among others:

- a. KLLC's bank statement dated February 28, 2013, shows a \$25.00 withdrawal/transfer on February 1, 2013, which was not recorded on the KLLC's register in violation of § 339.100.2(3), RSMo (Supp. 2013);
- b. KLLC's bank statement dated February 28, 2013, shows a \$30.00 bank fee to account for a stop payment, but no brokerage funds were maintained in the escrow account, creating a \$30.00 shortage and a violation of § 339.105.1, RMSo (Supp. 2013);
- c. KLLC's bank statement dated January 31, 2013, shows three withdrawals totaling \$100.00, which were not recorded on the KLLC's register in violation of § 339.100.2(3), RSMo (Supp. 2013); and
- d. KLLC's bank statement dated January 31, 2013, shows a \$129.92 charge for an order of checks, but no brokerage funds

were maintained in the escrow account, creating a \$129.92

shortage and a violation of § 339.105.1, RSMo (Supp. 2013).

8. KLLC paid vendors for property expenses and maintenance from the brokerage operating account. KLLC then marked up the amount paid to the vendors and invoiced the property owners. This practice was in violation of § 339.740.1(1), RSMo, and was not authorized in the property management agreements. A shortage of \$466.07 was created when funds were paid from the property management account, PM 7670, to the brokerage operating account.

9. KLLC performed property management duties without a written agreement from the property owner, in violation of § 339.780.2, RSMo (Supp. 2013), and 20 CSR 2250-8.200(1). The following properties were managed without a written agreement between the property owner and KLLC:

- a. 1515 Cherokee, Lake Ozark, MO 65049;
- b. 80 Pawnee Road, Lake Ozark, MO 65049;
- c. 464 Cedar Heights Drive, Unit 4C, Camdenton, MO 65020;
- d. 440 Cedar Heights Drive, Unit 3D, Camdenton, MO 65020;
- and
- e. 72 Park Place Drive, Unit 4C, Kaiser, MO 65047.

10. Based on the errors stipulated to herein, cause exists to discipline Licensee's real estate licenses pursuant to § 339.100.2(1), (3), (15) and (16),

RSMo (Supp. 2013).

II.

Joint Agreed Disciplinary Order

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the MREC in this matter under the authority of § 536.060, RSMo, and §§ 621.045.3 and 621.110, RSMo (Supp. 2013).

1. Licensee's licenses are on probation. Licensee's licenses as a real estate broker and a real estate broker associate are hereby placed on PROBATION for a period of TWO YEARS. The period of probation shall constitute the "disciplinary period." During the disciplinary period, Licensee shall be entitled to practice as a real estate broker and broker associate under Chapter 339, RSMo, as amended, provided Licensee adheres to all the terms of this agreement.

2. Terms and conditions of the disciplinary period. Terms and conditions of the probation are as follows:

A. In addition to the continuing education hours regularly required to renew his licenses, Licensee must complete six continuing education hours related to property management before the end of the disciplinary period. Prior entering into to this Settlement Agreement with the MREC, Licensee

completed three continuing education hours related to property management. Therefore, Licensee must complete an additional three continuing education hours related to property management before the end of the disciplinary period.

- B. Licensee shall keep the MREC apprised at all times of his current address and telephone number at each place of residence and business. Licensee shall notify the MREC in writing within ten (10) days of any change in this information.
- C. Licensee shall timely renew his real estate licenses, timely pay all fees required for license renewal and shall comply with all other requirements necessary to maintain his licenses in a current and active status. During the disciplinary period, Licensee shall not place his real estate licenses on inactive status as would otherwise be allowed under 20 CSR 2250-4.040. Alternatively, without violating the terms and conditions of this Settlement Agreement, Licensee may surrender his real estate licenses by submitting a letter to the MREC and complying with 20 CSR 2250-8.155. If Licensee applies for a real estate license after surrender, Licensee shall be required to requalify as if an original applicant and the

MREC will not be precluded from basing its decision, wholly or partially, on the findings of fact, conclusions of law, and discipline set forth in this Settlement Agreement.

D. Licensee shall meet in person with the MREC or its representative at any such time or place as required by the MREC or its designee upon notification from the MREC or its designee. Said meetings will be at the MREC's discretion and may occur periodically during the probation period.

E. Licensee shall immediately submit documents showing compliance with the requirements of this Settlement Agreement to the MREC when requested by the MREC or its designee.

F. During the probationary period, Licensee shall accept and comply with unannounced visits from the MREC's representative to monitor compliance with the terms and conditions of this Settlement Agreement.

G. Licensee shall comply with all relevant provisions of Chapter 339, RSMo, as amended, all rules and regulations duly promulgated thereunder, all local, state, and federal laws. "State" as used herein includes the State of Missouri and all other states and territories of the United States. Any cause to

discipline Licensee's licenses as a real estate broker and real estate broker associate under § 339.100.2, RSMo, as amended, that accrues during the disciplinary period shall also constitute a violation of this Settlement Agreement.

H. Licensee shall report to the MREC each occurrence of Licensee being finally adjudicated and found guilty, or entering a plea of guilty or nolo contendere, in a state or federal criminal prosecution, to felony or misdemeanor offenses, within ten business days of each such occurrence.

I. Broker Acknowledgement. If at any time during the disciplinary period Licensee wishes to transfer his license affiliation to a new broker/brokerage, he must submit a Broker Acknowledgment form signed by the new broker. This acknowledgement is in addition to any other required application, fee, and documentation necessary to transfer his license. Licensee must obtain the Broker Acknowledgement form from the MREC.

3. Licensee agrees to pay a civil penalty of \$ 2,500. Said penalty is authorized under § 339.205, RSMo.

4. Licensee agrees to pay the \$ 2,500 civil penalty by certified check made payable to the "Missouri Real Estate Commission, State of Missouri"

and mailed to Missouri Real Estate Commission, P.O. Box 1339, Jefferson City, MO 65102-1339. Licensee shall postmark and mail or hand deliver said check within 60 days of the date when this Settlement Agreement becomes effective.

5. Funds received pursuant to this agreement shall be handled in accordance with Section 7 of Article IX of the Missouri Constitution. § 339.205.8, RSMo (Supp. 2013).

6. In the event the MREC determines that Licensee has failed to pay any portion of the \$2,500 agreed upon herein or has violated any other term or condition of this Settlement Agreement, the MREC may, in its discretion: (1) notify the Attorney General who "may commence an action to recover the amount of the penalty, including reasonable attorney fees and costs and a surcharge of fifteen percent of the penalty plus ten percent per annum on any amounts owed" under § 339.205.4, RSMo (Supp. 2013); (2) after an evidentiary hearing, vacate and set aside the penalty imposed herein and may probate, suspend, revoke, or otherwise lawfully discipline Licensee's licenses under § 324.042, RSMo; and (3) deny, discipline, or refuse to renew or reinstate Licensee's licenses under § 339.205.7, RSMo (Supp. 2013).

7. No disciplinary action shall be taken against KLLC, license no. 2004033527, for the errors described above or any other errors related to MREC audit no. LF-814342.

8. No further disciplinary action, other than that agreed to in this Settlement Agreement, shall be taken against Licensee for the errors described above or any other errors related to MREC audit no. LF-814342.

9. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning facts or conduct unrelated to MREC audit no. LF-814342 not specifically mentioned in this Settlement Agreement that are either now known to the MREC or may be discovered, provided that any claims against Licensee based on conduct that occurred prior to the disciplinary period shall be heard before the Administrative Hearing Commission pursuant to § 339.100.2, RSMo and related statutes and regulations.

10. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Licensee of Chapter 339, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement

11. Each party agrees to pay all their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

12. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be

changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

13. The parties to this Settlement Agreement understand that the MREC will maintain this Settlement Agreement as an open record of the MREC as required by Chapters 324, 339, and 610, RSMo, as amended.

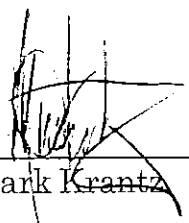
14. Licensee, together with his partners, heirs, assigns, agents, employees, representatives, and attorneys, does hereby waive, release, acquit and forever discharge the MREC, its respective members, employees, agents and attorneys including former members, employees, agents and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, any claims pursuant to § 536.087, RSMo, as amended, or any claim arising under 42 U.S.C. § 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

15. Licensee understands that he may, either at the time the Settlement Agreement is signed by all parties, or within fifteen days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Licensee's licenses. If Licensee desires the Administrative Hearing Commission to review this Settlement Agreement, Licensee may submit his request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

16. If Licensee requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Licensee's licenses. If the Administrative Hearing Commission issues an order stating that the Settlement Agreement does not set forth cause for discipline, then the MREC may proceed to seek discipline against Licensee as allowed by law. If Licensee does not request review by the Administrative Hearing Commission, the Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the MREC.

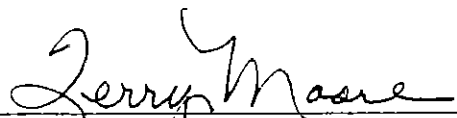
LICENSEE

MISSOURI REAL ESTATE
COMMISSION



Mark Krantz

Date: 8.16.16



~~Joseph Donkley, Executive Director~~
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